

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

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ONE
HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA
INDIA NON JUDICIAL

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126 17/05/2018

G.V.K. RANJAN RAJU

G. GANJARAJU KLO. Hyderabad.

M/S GOKARAJU RANJARAJU INSTITUTE OF
ENGINEERING & TECHNOLOGY

Agst No: 2/SECO/GHMC/2018-19.

P 398213
D.V. SARAT KUMAR
LICENCED STAMP VENDOR
Lic. No. 15-11-028/2014
Ren. No. 15-11-032/2017
H.No. 2-22-298/C/203, Merikanta Aps
Bhagyanagar Colony, J. P. Nagar, Kukatpally
Medchal-Malkajgiri District, Tel. No. 666 2496

Agreement

Agreement entered on this day of 30.05.2018 (Thirty of May Two Thousand and Eighteen) between the Consultant having their registered office at Bachupally, Hyderabad - 90. (Third Party Consultant) and the Greater Hyderabad Municipal Corporation (Commissioner, G.H.M.C)

Subject - Consulting Services for 3rd party quality control of Civil Works (costing above Rs5.00 Lakhs excluding the works covered by Housing & PMCs) taken up by GHMC in the areas of Quthbullapur, Gajularamaram & Alwal Circle limits.

Name of Consultant: Gokaraju Rangaraju Institute of Engineering & Technology,

1. Set out below are the terms and conditions under which the Consultant has agreed to carry out for Commissioner, Greater Hyderabad Municipal Corporation the above mentioned assignment (as per work allocated and areas allotted from time to time), specified in the attached Terms of Reference and, common rates approved by the Commissioner, GHMC.
2. For administrative purposes the Superintending Engineer, QCC, Hyderabad has been assigned to administer the assignment and to provide Consultant with all relevant information needed to carry out the assignment. The services will be required for the period from 21-05-2018 or from the date of operations whichever is applicable upto 20-05-2019.
3. The Superintending Engineer, Quality Control Circle, GHMC may find it necessary to postpone or cancel the assignment and/ or shorten or extend its duration. In such case, every effort will be made to inform the firm, as early as possible, notice of any changes. In the event of termination, due to the above reason the TPQC Agency shall be paid for the services rendered for carrying out the assignment to the date of termination, and the Consultant will provide the Superintending Engineer, Quality Control Circle, GHMC with any report or parts thereof, or any other information and documentation gathered under this Agreement prior to the date of termination.

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Quality Control Circle
GHMC.

4. The services to be performed, the estimated time to be spent, and the reports to be submitted will be in accordance with the attached TOR.
5. This Agreement its meaning and interpretation and the relation between the parties shall be governed by the laws of Union of India.
6. This agreement will become effective upon confirmation of this letter on behalf of the Consultant and will terminate on 20-05-2019 or such other date as mutually agreed between the Commissioner, Greater Hyderabad Municipal Corporation and Consultant.
7. Payments for the services will not exceed agreed percentage of total value of work done plus Prevailing GST. The above cost + GST includes all the cost related to carrying out the services and overhead imposed on Consultant. However if there is upward revision in GST. The difference between prevailing rate & revised rate shall be paid. If there is any downward revision in GST, the difference between prevailing rate & revised rate shall be adjusted. Areas can be changed and quantum of work can be increased or decreased by the "Client" / GHMC and payment will be adjusted proportionately.
8. In case the (Field test / laboratory tests) falls short of that stipulated in the relevant IS / BIS / ASTM / IRC / AASHTO / MORTH standards. The payment shall be arranged accordingly by the concerned field Executive Engineer by depicting the same in the memorandum of payments.
9. The Consultant will be responsible for appropriate insurance coverage. In this regard, the Consultant shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Consultant shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of Consultant or its staff. The Consultant shall provide the Commissioner, Greater Hyderabad Municipal Corporation with certification thereof upon request.
10. The Consultant shall indemnify and hold harmless the Superintending Engineer, Quality Control Circle, GHMC against any and all claims, demands, and/or judgments of any nature brought against GHMC arising out of the services by the Consultant under this Agreement. The obligation under this paragraph shall survive the termination of this agreement.
11. The Consultant agrees that, during the term of this Contract and after its termination, Consultant and any entity affiliated with Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
12. All reports and other documents or software submitted by the Consultant in the performance of the services shall become and remain property of the GHMC. The Consultant may retain a copy of such documents but shall not use them for purposes unrelated to this contract without the prior written approval of the Commissioner, Greater Hyderabad Municipal Corporation.
13. The Consultant undertake to carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment, and to ensure that the staff assigned to perform the services under this Agreement, will conduct themselves in a manner consistent herewith.
14. The Consultant will not assign this Contract or sub-contract or any portion of it without the Commissioner, Greater Hyderabad Municipal Corporation's prior written consent.
15. The Consultant shall pay the taxes, duties fee, levies and other impositions levied under the Applicable law and the Commissioner, Greater Hyderabad Municipal Corporation shall perform such duties in this regard to the deduction of such tax as may be lawfully imposed.
16. The Consultant agree that all knowledge and information not within the public domain which may be acquired while carrying out this Agreement, shall be, for all time and for all purpose (except when it is required to be disclosed by law), regarded as strictly confidential and held in confidence, and shall not be directly disclosed to any person whatsoever, except with the written permission of the Commissioner, GHMC or any other officer authorized by the Commissioner, GHMC.
17. Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred to adjudication/ arbitration in accordance with Arbitration & Conciliation Act 1996.
18. In case of abandonment of the work by the Consultant. The Superintending Engineer, Quality Control Circle, GHMC will have a right to forfeit the earnest money deposited by the firm.
19. All the terms and condition will be strictly followed as per detailed NIT.

V. S. M. K. Reddy
30/5/18-012

Superintending Engineer
Quality Control Circle
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TERMS OF REFERENCE

1. OBJECTIVES.

The main objective of this assignment is to obtain independent assessment of the quality of all construction works executed by Contractors.

The 3rd party Quality Control Agency shall provide an independent assessment on the quality of the works at different stages of construction. It shall setup a quality control system with the help of prescribed testing norms through a competent team of Technical Personnel.

The Consultant employed shall be responsible for quality control of both materials & workmanship and visual inspection of civil works at appropriate stage of construction.

For visual inspection of the civil works the Consultant shall deploy the professionals & subordinates as per need of assignment at any point of time. Work should not be stalled due to non availability of technical personnel. If not deployed, suitable penalty will be imposed duly deducting from payments and cancellation of their agreement and shall issue reports accordingly

The Consultant shall highlight the problem area if any, and also suggest steps/solutions for the same so as to achieve the desired standards of quality products.

For quality control, the Consultant shall carry out checking / sampling / testing of materials and work at random as per the Clients prescribed format (both field & laboratory) testing of materials used in construction work, workmanship and final product of construction work and issue signed reports of laboratory.

2. SCOPE OF WORK

2.1. The Consultant or his representative shall inspect the sites before commencement of work, during progress of the work at the frequency mentioned below and after completion of work and closely verify whether stipulated standards of quality as per IS / IRC / ASTM / AASHTO / BS / MORTH is maintained at site. If there is any discrepancy/ error/ omission, The Consultant shall point out it with suggestions and remedial measures to the Commissioner, G.H.M.C.

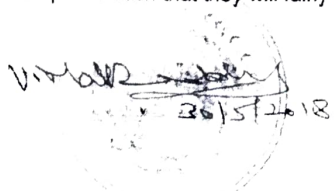
2.2. The Consultant shall carry out independent quality checking / sampling / testing (Field & Laboratory) of construction materials, workmanship and final product of work with due diligence and will reports to the concerned Executive Engineer / Superintending Engineer, GHMC with his suggestions and remedial measures if any.

2.3. The Authorized signatory of the consultancy agency who signs the agreement shall only sign the Quality Control Report for the works executed in GHMC before submitting to the Executive Engineer, GHMC.

3. GOVERNING FACTORS

3.1. The job of consultancy for quality control shall be combination of field visits, testing of materials at laboratory, office work, comments on construction materials, checking of test results.

3.2. The Consultant shall timely carry out independent checking / sampling / testing of materials in Lab after collecting random sample in the presence of representative of contractor and department to ensure that specified quality is achieved. If neither departmental officer nor contractor is present at site, they shall visit the site again with due notice to the departmental officer / contractor and sampling shall be done only in their presence. Similarly testing of samples in Lab shall be done in the presence of Q.C. Engineer or departmental officer. The frequency, number, location and timing of sampling shall be spread over the whole area of the work and construction period such that they will fairly represent the whole work's quality.


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immediately reported to the Superintending Engineer and concerned Chief Engineer, GHMC so that appropriate action can be taken under the terms of contract.

3.10. The Consultant shall develop and follow the computerized reporting and record management system .

3.11. The Consultant shall take action for checking slump / casting cubes during the concreting work of pavements. On completion of the work, core tests shall be conducted invariably (irrespective of the outcome of cube test results) to assess the strength, thickness and Density of pavements. Strictly checking and sampling shall be done during progress of work irrespective of night or day progress.

3.12 The Consultant shall educate the field Engineers as well as contractors regarding good construction practices for maintaining the Quality of the work. The field Executive Engineer concerned will ensure that the Copies of TS/AS/Agreement/Detailed drawings are made available to the Consultant.

3.13 The Consultant shall furnish workwise inspection report of each visit with all details, highlighting problem area and its solution etc. to concerned Superintending Engineer & Executive Engineer with a copy to the concerned Chief Engineer, GHMC. The Consultant shall be responsible for bringing out in writing, to the notice of concerned Executive Engineer, GHMC any instances of deviations from accepted quality of construction materials, workmanship and general quality of works at appropriate stages of construction / renovation.

3.14 The Consultant shall submit fortnight reports of his observations and inspections, highlighting the progress of the work and maintain the registers in the prescribed proformas & mail the scanned copy of report in PDF every fortnight through e-mail before 3.00 P.M. to the Superintending Engineer (QCC) and to the Concerned Superintending Engineer & Executive Engineer, GHMC. The major defects / shortcomings / deviations observed during the visits shall be notified immediately to the concerned Superintending Engineer & Executive Engineer and also to the concerned Superintending Engineer, QCC, GHMC and concerned Chief Engineer, GHMC.

3.15 The Consultant shall communicate tentative inspection schedule to the concerned Executive Engineer as well as Executive Engineer (QCD) whenever the core cutting is planned. The Consultant shall also communicate the schedule of lab testing of all materials including steel Reinforcement, Concrete Cubes, Concrete Cores and BT Cores etc., well in advance to the concerned Executive Engineer, GHMC through electronic mail or SMS to enable them to witness the tests at random.

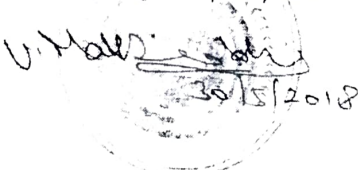
3.16 The Consultant shall bring to the notice of concerned Superintending Engineer & Chief Engineer, GHMC immediately, if any work is found being executed with change of specifications and / or change of site without approval of competent authority. If in his opinion it is found necessary to change specifications or modify design, the same shall be brought to the notice of concerned Executive Engineer, if the work is below Rs.50.00 Lakhs and the Superintending Engineer if the work value is below Rs.200.00 Lakhs. In both cases the information shall be furnished to the concerned Chief Engineer, GHMC.

3.17 A consolidated Fortnight statement showing the dates of visit i.e. 1st visit, 2nd visit, and 3rd visit and so on for all the sites shall be submitted to the Chief Engineer (HA), GHMC and the Superintending Engineer (QCC), GHMC as well as concerned Superintending Engineer also.

3.18 After the work is completed consultant shall issue final Quality Control report after due verification of various items of work. The final report shall consist of action taken report of site engineers if any on the earlier reports, lab and field test results on the finished products and general comments on overall quality of work based on visual inspection.

3.19 All Reports of material testing at Lab should be provided by 3rd party consultant to concerned Superintending Engineer & Executive Engineer with a copy to the concerned Chief Engineer, GHMC.

3.20 In respect of RCC pipes, the Consultant shall visit the factory to witness the tests conducted and the results shall be incorporated in the inspection report. The Consultant shall inform the Executive Engineer (QCD) & the Superintending Engineer (QCC) whenever such inspections are planned. The Executive Engineer (QCD) / the


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- a. Inspection Report No.
- b. Name of the work
- c. Estimated Cost
- d. Name of the construction agency
- e. Work order No. and WIN Code
- f. Names of the In charge
- g. GHMC Engineers
- h. Date of collection of sample.
- i. Date of testing.
- j. Date of Reporting.
- k. Observations, action taken on earlier observations, remedial measures, suggestive measures
- l. Standard formats meeting the requirements of respective ARE/IRC/ ASTM / AASHTO / BS / MORTH standards shall be used for test reports (field tests as well as laboratory tests). While mentioning the gradation / strength/thickness/density etc the target values & tolerances (if any) as per specifications/ IS/IRC/ASTM /AASHTO / BS / MORTH standards shall be mentioned.

6.3 Fortnight abstracts / reports shall incorporate the following:

- (a) Physical progress.
- (b) No. of tests carried out along with results.
- (c) Summary of observations.
- (d) Recommended remedial measures.

6.4 Consolidated Fortnight Reports shall incorporate the work wise No. of visit i.e. 1st visit, 2nd visit, and 3rd visit and so on for all the sites.

7. SUBMISSION OF REPORTS TO

The Consultants shall submit all test reports (signed & scanned copies) through e-mail at one go from time to time as follows:

7.1 To the Concerned Chief Engineer, Superintending Engineer, Executive Engineer & Superintending Engineer, QCC- All workwise Inspection Reports

7.2 To the Chief Engineer (HA), GHMC, concerned Superintending Engineer & Superintending Engineer, Quality Control Circle-Fortnight Abstracts (scanned copies of registers),

7.3 If delay is more between sample collection date and date of mailing report, it will attract penalty and initiating suitable action.

8. PAYMENT SCHEDULE

The payment to the Consultant in consideration of the services offered by them shall be made along with reports. For this purpose, Consultant shall open a separate Bank Account in the respective Branch of the SBI where the GHMC accounts are operated and communicate the Account No. to the concerned Executive Engineer.



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GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1. Definitions

Unless the context otherwise requires, the following terms whenever used in the Contract have the following meanings:

- a. "Applicable Law" means the laws of India and the State of Telangana and Greater Hyderabad Municipal Corporation (GHMC).
- b. "Client" or "Employer" means Commissioner, GHMC or any authorised authority representing GHMC.
- c. "Consultant" means the agency which has entered into contract with GHMC to provide 3rd Party QC Services.
- d. "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- e. "GC" means these General Conditions of Contract;
- f. "Government" means the Government of India or Government of Telangana as appropriate to the context;
- g. "Local currency" means Indian Rupees;
- h. "Party" means the client or the Consultants, as the case may be, and Parties means both of them;
- i. "Personnel" means persons hired by the Consultants or by any Sub Consultant as employees and assigned to the performance of the Services or any part thereof;
- j. "SC" means the Special Conditions of Contract by which these General conditions of Contract may be amended or supplemented;
- k. "Services" means the work to be performed by the Consultants pursuant to this contract as described in the Clause 3.0 of SC;

1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3. Language - English

1.4 Notices

Any notice, request or consent made pursuant to this contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the party to whom the communication is addressed as indicated in the agreement.

1.5 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this contract by the client or the Consultants shall be taken or executed by the authorized representative of consultant.

2.0 COMMENCEMENTS, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT.

2.1 Commencement of Services

The Consultants shall begin carrying of the services immediately after issue of work order or signing the contract

2.2 Modification.

Modification of the terms and conditions of this contract, including any modification of the scope of the services or of the contract price, may only be made by written agreement between the client and the consultant.

2.3 Force Majeure

2.3.1 The Terms and conditions mutually agreed upon this contract shall be subject to Force Majeure

2.3.2 Neither client nor the consultant shall be considered in default in the performance of its obligations here under for such period, if such performance is prevented or delayed because of war,


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the project, the services, this contract, or the clients business or operations without the prior written consent of the client

3.4 Consultants actions requiring Clients Prior Approval

The Consultant has to obtain prior approval from the client

i) For conducting special tests at any recognized laboratories at no extra cost and owning the responsibility for the correctness of the report

ii) For engaging any retired / in service Government engineers of Andhra Pradesh.

3.5 Reporting system

The Consultants shall submit the test reports with their remarks directly to the client/clients representative as per TOR. The Consultant would collect the information from the project site through detailed formats by carrying out relevant tests and base information along with data will be submitted to the client/ client's representative. All the information, work wise, would be documented in a register.

3.6 Documents prepared by the consultants will be the property of the client. All reports and other documents submitted by the consultants would remain the property of the client.

4.0 CONSULTANTS PERSONNEL

As per the terms of reference adequate manpower would be deputed on the project site to carryout necessary tests and preparation of reports. The consultant would depute adequate manpower and other resources at respective locations based on work load and specific requirement. All the liabilities of manpower working on the project would be with consultant.

5.0 PAYMENTS TO THE CONSULTANTS

The payment to the consultant along with service tax (GST) would be made to the consultant as specified in the payment schedule of TOR

6.0 SETTLEMENT OF DISPUTES

Any dispute arising out of this contract, which amicably not settled between the parties, to solve it initially same would be presented to the Committee comprising Chief Engineer(HA), Chief Engineer(M), GHMC and consultant. If the dispute is not resolved in that case it shall be referred to adjudication/arbitration in accordance with Indian arbitration and conciliation Act 1996.

7.0 Price & Payment Schedule

7.1 Consultancy fee:

The Consultant's fee for the Quality Control services will be paid at the approved rate on the value of work executed at site.

7.2 Goods & Service Tax(GST):

Only Goods and Service Tax(GST) will be paid extra. Any other taxes applicable shall be borne by the consultant only from his consultancy fee. The Consultants would deposit the Goods & Service Tax(as applicable) on receipt of payment to the Government of India and the copy of the remittance challan would be submitted to the Municipal Corporation as a proof of payment of service tax.

7.3 Payment Schedule:

The Consultant shall raise the invoice duly showing the Consultancy fee and Goods and Service tax separately along with final report certifying the quality of work. The client would make the payment to consultant along with the work bill of Construction Agency.

7.4 Standard deductions: Mandatory deductions Income Tax, VAT as applicable will be deducted from the consultancy fee and a certificate will be issued to this effect.

8.0 Indemnity:

In case the quality of any work is found inferior during the Quality check by the client's QC wing or State Vigilance department or by any authority where the consultants have passed satisfactory remarks in their inspection reports, the entire consultancy fee including Goods & Service Tax(GST) will be

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Schedule of Rates

The category wise consultancy charges are payable at the following rates as worked out from the formula prescribed in Bid Document.:

Percentage on the value of work done (GST will be paid extra as applicable)

| Sl.No. | Estimated cost Rs. (In Lakhs) | TPQC Charges in % |
|--------|-------------------------------|-------------------|
| 1 | 5.00 -- 10.00 | 0.648 |
| 2 | 10.00 – 50.00 | 0.54 |
| 3 | Above 50.00 | 0.432 |

Note: The term "Consultant" wherever used shall be read as GokarajuRangaraju Institute of Engineering & Technology

Place: Hyderabad

Date: 30/05/18



(Signature of Authorized Representative

on behalf of the Consultant)


Superintending Engineer
(Signature & Name of the Client's Representative)
Quality Control
GHMC

Annexures enclosed:

1. Letter of Acceptance;
2. Annexures for maintaining of Registers – Forms –I,II & III;
3. Xerox copies of ID Cards;
4. Xerox copies of Qualification Certificates;
5. Xerox of Aadhar;
6. List of Lab Equipment available;
7. IP Address for communication;
8. Scanned copy of BG / DD.
9. Mail id of EE,SE,CE,GHMC.


(Signature of Authorized Representative on behalf of the Consultant)